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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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IN THE MATTER OF THE COMPLAINT OF
TAPPAN ZEE CONSTRUCTORS, LLC, AS
OWNER OF THE BARGE FF#14 FOR
EXONERATION FROM OR LIMITATION OF
LIABILITY,

Civil Action No.:

**AD INTERIM STIPULATION
FOR VALUE**

Plaintiff-Petitioner.

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Entered to pursuant to the Rules and Practice of this Court.

WHEREAS, a petition and complaint will be filed in this Court on or about March 30, 2020, by Plaintiff-Petitioner, Tappan Zee Constructors, LLC, as owner of the Barge FF#14, for exoneration from or limitation of liability as such owner in respect to any and all loss, losses, damages, death or injuries arising out of or occurring on or about October 17, 2019, and any claims arising as a result of said barge being involved in a marine accident when John McLoughlin, a deckhand not employed by TZC, was aboard Barge FF#14 on the said date, which may result in claims asserted by John McLaughlin, and other who may have been aboard the Barge FF#14 as well as Ballard Marine, Miller's Tug and Barge, Inc., Miller's Marine, Inc. and anyone else, which are more particularly set forth in the Complaint filed herein; and

WHEREIN, Tappan Zee Constructors, LLC, prays, among other things, that this Court will cause due appraisement to be made of the value of its interest in Barge FF#14 and its pending freight, if any, and that pending such due appraisement, issue an Order requiring any person or party claiming monetary damages for loss, physical damage, destruction, death or personal injury by or resulting from the allision with the Barge FF#14, which was on a voyage on the Hudson River which began on or about March 11, 2016, and ended on or about March 17, 2016, which includes the above described accident date, citing them to file their respective claims with the

Clerk of this Court and to serve in person or by mail the attorneys for Plaintiffs-Petitioners herein a copy thereof, an answer to the Complaint herein, and that an injunction issue restraining the commencement and/or prosecution of any and all actions, suits, or legal proceedings except under those pending in this Court and under and in pursuance of the Order granted herein; and

WHEREAS, the Plaintiffs-Petitioners wish to prevent the commencement or prosecution hereafter of any and all actions, suits, or legal proceedings of any nature or description whatsoever in any and all courts, save this Honorable Court, and also wishes to provide an Ad Interim Stipulation of Value and security for claimants pending the ascertaining of the amount of Plaintiffs-Petitioners' collective interest in Barge N181.

NOW, THEREFORE, in consideration of the premise, Liberty Mutual Insurance Company, an insurer headquartered in Boston, MA, licensed to transact business within the state of New York, and having an office and place of business at 55 Water Street, New York, New York, Starr Indemnity & Liability Company, an insurer headquartered in New York, NY, licensed to transact business within the state of New York, and having an office and place of business at 399 Park Avenue, New York, New York, and Zurich American Insurance Company, an insurer headquartered in Schaumburg, IL, licensed to transact business within the state of New York, and having an office and place of business at Four World Trade Center, 150 Greenwich Street, New York, New York, jointly and in the alternative, hereby on this 27th day of March, 2020, by their respective undersigned officers, undertakes in the sum of FOUR HUNDRED THIRTY SEVEN THOUSAND DOLLARS (\$437,000.00), with interest at to be fixed by the Court up to six percent per annum from the date hereof, and costs; that the Petitioner-Plaintiff will pay into Court the appraised amount of value of Plaintiff-Petitioner's collective interest in Barge FF#14, and its freight pending, if any, or will in this proceeding, post a Bond or Stipulation for Value in the usual form with surety, or otherwise comply with the Court's Order as provided by Supplemental Rule F for Certain Admiralty and Maritime Claims, pending which this stipulation shall stand as security for all claims in this limitation proceeding. And said surety, through its officer, hereby submits itself to the jurisdiction of the Court, and further agrees to abide by all Orders of the Court, interlocutory and final, and to pay the amount awarded by the final decree rendered to by this Court or an appellate court, if an appeal intervenes, with interest from the date hereof and costs, unless

that amount or value of the Plaintiff-Petitioner's collective interest in Barge FF#14 and its pending freight, if any, shall be paid into the Court by the defendant or a Stipulation for Value thereof shall be given in the meantime as aforesaid, in which event this Stipulation is void.

Dated: New York, New York

March 27, 2020

LIBERTY MUTUAL INSURANCE COMPANY

By: _____ 
Colleen Patterson
Marine Claims

STARR INDEMNITY & LIABILITY COMPANY

By: _____
Dave Fitzgerald
Global Chief Claims Officer

ZURICH AMERICAN INSURANCE COMPANY

By: _____
Peter Wiswell
Director – Technical Marine Claims

that amount or value of the Plaintiff-Petitioner's collective interest in Barge FF#14 and its pending freight, if any, shall be paid into the Court by the defendant or a Stipulation for Value thereof shall be given in the meantime as aforesaid, in which event this Stipulation is void.

Dated: New York, New York

March 27, 2020

LIBERTY MUTUAL INSURANCE COMPANY

By: _____

Christopher Frick
Vice President – Marine Claims Manager

STARR INDEMNITY & LIABILITY COMPANY

Dave Fitzgerald

By: _____

Dave Fitzgerald
Global Chief Claims Officer

ZURICH AMERICAN INSURANCE COMPANY

By: _____

Peter Wiswell
Title? – Marine Claims Manager

that amount or value of the Plaintiff-Petitioner's collective interest in Barge FF#14 and its pending freight, if any, shall be paid into the Court by the defendant or a Stipulation for Value thereof shall be given in the meantime as aforesaid, in which event this Stipulation is void.

Dated: New York, New York

March 27, 2020

LIBERTY MUTUAL INSURANCE COMPANY

By: _____

Christopher Frick
Vice President – Marine Claims Manager

STARR INDEMNITY & LIABILITY COMPANY

By: _____

Paul McSweeney
Assistant Vice President – Regional Manager

ZURICH AMERICAN INSURANCE COMPANY

By: _____

Peter Wiswell
Director – Technical Marine Claims